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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
10 **SAN JOSE DIVISION**

11 ANDREW WAHL,

12 Plaintiff,

13 v.

14 YAHOO! INC., a Delaware corporation dba
15 RIVALS.COM; and DOES 1 through 10,
16 inclusive,

17 Defendants.

CASE NO. 5:17-cv-02745-BLF

FINAL JUDGMENT

1 WHEREAS on November 15, 2018, this Court granted final approval to the class action
2 Settlement Agreement between Plaintiff Yuan Guo and Defendant Yahoo! Inc., dba Rivals.com, in
3 all respects,

4 **IT IS HEREBY ORDERED AND ADJUDGED THAT:**

5 1. The Court certifies the following class for purposes of settlement: all customers in
6 California who were charged on a recurring basis by Rivals.com for auto-renewal subscriptions
7 entered into between March 31, 2013 and the present. Certification of this Settlement Class meets all
8 requirements of Federal Rule of Civil Procedure 23.

9 2. The Settlement Class was provided with adequate notice of the settlement and an
10 opportunity to object or opt out. The notice satisfied all applicable legal requirements, including
11 those under Federal Rule of Civil Procedure 23 and the United States Constitution.

12 3. Defendant served on the appropriate government officials a notice of proposed
13 settlement that complies with the Class Action Fairness Act, 28 U.S.C. § 1715 *et seq.*

14 4. The Settlement Agreement, which is attached to this Judgment, is fundamentally fair,
15 adequate, and reasonable. The Court specifically approves the terms of the Settlement Agreement
16 providing that class members who do nothing in response to the class notice will receive either 5
17 months (annual subscribers) or 3 months (monthly subscribers) of free subscription services to
18 Rivals.com, and that class members may elect to receive either \$20 in cash (annual subscribers) or
19 \$10 in cash (monthly subscribers) in lieu of free subscription services. The Court approves
20 Defendant's agreement to modify the subscription page for Rivals.com. The Court also approves the
21 release language set forth in the Settlement Agreement.

22 5. Pursuant to the terms of the Settlement Agreement, Defendant shall pay the Settlement
23 Administrator's reasonable fees and expenses.

24 6. Pursuant to the terms of the Settlement Agreement, Plaintiff Yuan Guo is granted an
25 incentive award in the amount of \$5,000, to be paid by Defendant.

26 7. Pursuant to the terms of the Settlement Agreement, Plaintiff is hereby awarded
27 attorneys' fees in the amount of \$285,313.66 and expenses in the amount of \$14,686.34, to be paid by
28 Defendant.

8. No class members having opted out of the class, all members of the Settlement Class are enjoined from asserting, or attempting to assert, any of the claims released by the Settlement Agreement.

9. All class claims against Defendant are hereby dismissed with prejudice and without costs, with the exception of the award of attorneys' fees and expenses herein.

10. Without affecting the finality of the dismissal or of this Judgment, the Court retains jurisdiction over all parties to this action and all Settlement Class members for the purpose of implementing and enforcing the Settlement Agreement.

Dated this 15th day of November, 2018

Beth Labson Freeman
Hon. Beth Labson Freeman
United States District Court Judge